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*Proposed Attorneys for Debtor FleetNurse Inc.*

UNITED STATES BANKRUPTCY COURT

DISTRICT OF OREGON

In re:

FLEETNURSE INC.

Debtor.

Case No. 24-60405-tmr11

DEBTOR'S APPLICATION FOR  
AUTHORITY TO EMPLOY  
BOOKKEEPER

Pursuant to 11 U.S.C. § 327, and Bankruptcy Rule 2014, FleetNurse Inc. ("Debtor") moves the Court for authority to employ Andrea Johnson ("Professional"), as its bookkeeper for general bookkeeping services. In support of this application, Debtor represents as follows:

1. Debtor has filed a petition under Chapter 11 Subchapter V of the Bankruptcy Code.
2. Debtor requires the assistance of a bookkeeper to provide general bookkeeping services, to allow Debtor to generate financial statements and business reports, including reports needed for Monthly Operating Reports.
3. Debtor wishes to employ Professional as its bookkeeper in this proceeding. Debtor selected the Professional for the reason that Professional has the experience needed to provide the necessary services, and because Professional is familiar with Debtor's operations and financial records.

4. To the best of Debtor's knowledge, the Professional has no connection with the creditors or any other adverse party or its attorneys, except as disclosed in the Rule 2014 Verified Statement on file herein.

5. To the best of Debtor's knowledge, the Professional represents no interest adverse to Debtor or the business.

6. The proposed rate of compensation, subject to final court approval, is \$40.00 per hour. The proposed terms of employment are as set forth in the Bookkeeping Contract attached hereto as **Exhibit A**.

WHEREFORE, Debtor prays for:

1. Entry of an Order authorizing Debtor to employ Professional as Debtor's bookkeeper, to provide bookkeeping services; and
2. The Court enter the proposed Order that is attached as **Exhibit 1** hereto.

Dated: March 27, 2024

ELEVATE LAW GROUP

/s/ Nicholas J. Henderson

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Of Proposed Attorneys for Debtor-in-Possession

**EXHIBIT 1**

**PROPOSED ORDER**

UNITED STATES BANKRUPTCY COURT

DISTRICT OF OREGON

In re:

FLEETNURSE INC.

Debtor.

Case No. 24-60405-tmr11

ORDER AUTHORIZING EMPLOYMENT  
OF BOOKKEEPER

THIS MATTER came before the Court on the Application (the “*Application*”) for Order Authorizing Retention of Andrea Johnson (“*Professional*”) filed by FleetNurse Inc. (“*Debtor*”). The Court, having reviewed the Application, and the Rule 2014 Verified Statement for Proposed Professional, in support thereof, the files and records herein, and now being fully advised in the premises,

Now, therefore, IT IS HEREBY ORDERED as follows:

1. The Application is GRANTED as set forth herein.
2. Debtor is authorized to retain Andrea Johnson bookkeeper for Debtor, effective as of the March 21, 2024.

# # #

Order Presented by:

ELEVATE LAW GROUP

EXHIBIT

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Of Proposed Attorneys for Debtor-in-Possession

**EXHIBIT A**

**ENGAGEMENT MATERIALS**

## Bookkeeping Contract

This Bookkeeping Contract (the "**Contract**") is entered into on the 14th day of March, 2023 (the "**Effective Date**"), by and between Andrea Johnson, with an address of PO Box 924, Veneta, OR (the "**Bookkeeper**") and FleetNurse Inc., a Delaware corporation registered to do business in the State of Oregon, (the "**Client**"), collectively "the **Parties.**"

1. **Services.** Client requests and Bookkeeper agrees to perform the following Services:
  - ☐ Accounts Payable
  - ☐ Accounts Receivable
  - ☒ Bank Reconciliation
  - ☐ Bill Payment
  - ☐ Budget Preparation
  - ☐ Customized Reports
  - ☐ Detailed General Ledgers
  - ☒ Financial Statements
  - ☒ General Bookkeeping
  - ☐ Other: \_\_\_\_\_
2. **Compensation.** The Parties agree Bookkeeper shall invoice Client on a monthly basis for the Services. Services will be performed at an hourly rate of **\$40 per hour**. Invoices are due upon receipt, however Bookkeeper understands and agrees that all invoices are subject to approval by the United States Bankruptcy Court for the District of Oregon while Client is in its bankruptcy case. Upon receipt of an invoice, Client shall submit the invoice for approval to the Bankruptcy Court. If invoices are not paid within (45) days, Bookkeeper is entitled to charge a late fee of three percent (3%).
3. **Term.** This Agreement shall commence upon the Effective Date, as stated above.
4. **Ownership of Work Product.** As a result of this Agreement, Bookkeeper will create Work Product, including but not limited to documents, presentations, reports and the like, physical and/or electronic. All Work Product shall be owned by Client. Accounting does not maintain any rights to this Work Product.
5. **Independent Relationship.** The Parties agree that Bookkeeper is providing the Services under this Agreement and acting as an Independent Contractor and not as an employee. This Agreement does not create a partnership, joint venture, or any other fiduciary relationship between Client and Bookkeeper. Bookkeeper does not have any authority to enter into any agreements on the Clients behalf.
6. **Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information, including financial information, trade secrets, industry knowledge, and other confidential information, to Bookkeeper in order for Bookkeeper to complete the Services. Bookkeeper will not share any of this proprietary information at any time. Bookkeeper also will not use any of this proprietary information for their personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.



7. **Audit.** Bookkeeper will maintain complete records of all business conducted related to the Services and this Contract. Bookkeeper's records will be available for full inspection and audit by Client and government entities for the period of time required by law.
8. **Termination.** This Agreement may be terminated at any time by either Party upon written notice to the other party. Client will be responsible for payment of all Services performed up to the date of termination, except for in the case of Bookkeeper's breach of this Agreement, where Bookkeeper fails to cure such breach upon reasonable notice.

Upon termination, Bookkeeper shall return all Client content, materials, and all Work Product to Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

9. **Intentionally Omitted.**
10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
13. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
15. **Governing Law and Jurisdiction.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the Parties shall be governed, construed and interpreted in accordance with the Bankruptcy Code and to the extent not inconsistent with the Bankruptcy Code, the internal laws of the State of Oregon without giving effect to the principles of conflicts of law of Oregon. The parties further agree that, while the Client's Bankruptcy Case is open, the Bankruptcy Court shall have exclusive jurisdiction over all disputes and other matters relating to (a) the interpretation and enforcement of this Agreement or any ancillary document. The parties expressly consent to and agree not to contest such exclusive jurisdiction; provided, however, that if the Bankruptcy Case is closed, or if the Bankruptcy Court refuses to accept jurisdiction over any such dispute, then any state or federal court located in the State of Oregon shall have jurisdiction over such dispute and the parties hereby consent to the jurisdiction of such court in any such case.



16. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Andrea Johnson Bookkeeper

Signed: Andrea Johnson

Date: 3/27/24

FleetNurse Inc. Client

Signed: Israel W. Angeles

By: Israel Angeles

Date: 03/27/24



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re  
**FleetNurse Inc.**

Case No. 24-60405-tmr11  
☐ Amended

Debtor

**VERIFIED STATEMENT IN SUPPORT OF  
EMPLOYMENT APPLICATION**

*Instructions to filer:* This statement must be completed by each person proposed to be employed under 11 U.S.C. § 327, 1103, or 1114. If the application also seeks approval of employment of my firm, this form must be completed and signed on behalf of the firm by the member, associate, or employee of the firm who is expected to be primarily responsible for the engagement. If the firm is a law firm proposed to provide services in the case or an associated adversary proceeding, this form must be completed on behalf of the firm by the attorney of record. Any amended statement must include "Amended" in the title, be complete, and clearly identify changes from the previous filed version. Italicized text below constitutes further instructions.

I, Andrea Johnson, make this statement in support of the application for approval of my employment by *[enter name of proposed employer, for example, name of debtor in possession, trustee, or creditors committee]* Debtor in Possession FleetNurse Inc. (employer). If the application also seeks approval of employment of my firm, I make this statement on behalf of myself, my firm, and each other member, associate, or employee of my firm whom I expect to perform services for the employer in or in connection with this case, and each statement below is on behalf of each of those persons. Otherwise, paragraphs 2.3 and 2.5 below do not apply to this statement.

**1. Disinterestedness**

1.1. I am not a creditor of the debtor except:

N/A

1.2. I am not an equity security holder of the debtor.

1.3. I am not and was not, within two years before the date of the filing of the petition, a director, officer, or employee of the debtor.

1.4. I do not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the debtor or for any other reason.



## **2. Insider status**

- 2.1. I am not a relative of the individual debtor [*"Relative" means an individual related by affinity or consanguinity within the third degree as determined by the common law or individual in a step or adoptive relationship within that third degree.*]
- 2.2. I am not a relative of an individual general partner of the debtor.
- 2.3. My firm is not a partnership in which the debtor is a general partner.
- 2.4. I am not a general partner of or in the debtor.
- 2.5. My firm is not a corporation of which the debtor is a director, officer, or person in control. [*"Corporation" has the meaning in 11 U.S.C. § 101(9) and includes limited liability company but not limited partnership.*]
- 2.6. I am not an officer or director of the debtor.
- 2.7. I am not a person in control of the debtor.
- 2.8. I am not a relative of a general partner, director, officer, or person in control of the debtor.
- 2.9. If the debtor is a municipality, I am not an elected official of the debtor or a relative of an elected official of the debtor.
- 2.10. I am not a managing agent of the debtor.

## **3. Affiliates of the debtor** [*If the debtor has no affiliates, the affiliates list should say "None." In the balance of this statement, "affiliate" means an affiliate on the affiliates list below.*]

- 3.1. If I am an attorney proposed for employment as general bankruptcy counsel for the trustee or chapter 11 debtor in possession, the trustee or debtor in possession has with my advice prepared the list below of the debtor's affiliates, as that term is defined in 11 U.S.C. § 101(2), including each affiliate's name and relationship to the debtor.
- 3.2. If I am not an attorney described in paragraph 3.1 above, I have obtained from the trustee, chapter 11 debtor in possession, or the general bankruptcy counsel for the trustee or debtor in possession the list below of the debtor's affiliates, prepared in accordance with paragraph 3.1 above.
- 3.3. I am not an affiliate or an insider of an affiliate as if such affiliate were the debtor. [*"Insider" includes persons and other entities having a relation to the debtor listed in part 2 above.*]



#### **4. Employment by chapter 11 committee**

If I am proposed to be employed by a chapter 11 committee of creditors, equity-security holders, or retirees, I do not represent any other entity having an adverse interest in connection with the case.

#### **5. Connections**

I have no business, professional, personal, financial, or other connections with the debtor, affiliates, creditors, any party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee except:

**NONE**

#### **6. Compensation**

6.1. If I am an attorney representing the debtor in or in connection with this case, the following are the details of all compensation paid or agreed to be paid to me within one year before the petition date for services rendered or to be rendered in contemplation of or in connection with this case, including payments made to me by either the debtor or a third party for any services rendered to the debtor within one year before filing of the petition:

6.2. If I am proposed to be employed by the trustee or, in a chapter 11 case, by the debtor in possession or a committee of creditors, equity-security holders, or retirees, I do not represent or hold an interest adverse to the interest of the estate with respect to the matter on which I am proposed to be employed.

If, during this case, any of the above statements ceases to be correct because of events occurring or information that I gain after the petition date, I agree to immediately file an amended statement on this form, include "amended" in the title, and clearly identify any changes.



Executed on 03/28/2024

**Andrea Johnson**

**A Johnson Bookkeeping LLC**

**P.O. Box 924**

**Veneta, OR 97487**

See instructions in paragraph 3 above.

**1114 (12/1/2022)**



## **CERTIFICATE OF SERVICE**

I hereby certify that on March 28, 2024, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following registered participants:

US Trustee Eugene Christian A. Torimino	<a href="mailto:USTPRegion18.EG.ECF@usdoj.gov">USTPRegion18.EG.ECF@usdoj.gov</a> <a href="mailto:christian.torimino@usdoj.gov">christian.torimino@usdoj.gov</a>
Amy E Mitchell	<a href="mailto:mitchelltrustee@comcast.net">mitchelltrustee@comcast.net</a> , <a href="mailto:OR21@ecfcbis.com">OR21@ecfcbis.com</a>
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I further certify that on the date set forth below, a true and correct copy of the above-described document was sent to the following parties via first class mail, postage prepaid:

See attached mailing matrix.

Dated: March 28, 2024.

ELEVATE LAW GROUP

/s/ Nicholas J. Henderson

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*Of Proposed Attorneys for Debtor*

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Wed Mar 27 15:40:58 PDT 2024

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c/o Silva Management  
Attn Lydia Fitzpatrick  
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The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

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(d)KBF CPAs LLP  
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End of Label Matrix	
Mailable recipients	79
Bypassed recipients	2
Total	81